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REMARKS/ARGUMENTS

Rejection of Claims 1-4 and 7-8 based on the prior art

Claims 1-4 and 7-8 are rejected as allegedly being unpatentable over DeHority in view of Freedman. This ground for rejection is respectfully traversed.

The Examiner attempts to read subparagraphs i and ii of claim 1 on DeHority, the Examiner citing passages in columns 2 and 3 of DeHority where DeHority teaches DeHority, for example, the actual transmission of a print job to a printer using an Adobe Document Structuring Convention. See, for example, column 2, lines 10-57.

But subparagraph ii recites

"notionally assigning the or each print job
across one or more of the printers in such a way that
the one or more of the printers have printing
configurations that are capable of satisfying the
printing requirements"

The word "notionally" refers to imaginary situations such as do the similar-in-meaning words "theoretically" or "hypothetically". Claim 1 requires by it terms that at least two notional assignments occur – see subparagraphs iii and iv of claim 1.

When citing DeHority the Examiner points to an actual print job. There is nothing notional about it. And therefore the is no repetition of steps ii and iii as specifically called for by step iv of the claim.

The Examiner agrees that DeHority does not teach step iv (which the Examiner misquotes in the official action). This is due to the fact that DeHority is dealing which an actual print job and not a notional print job. As such, DeHority has no "notional assignment" and certainly no "different notional

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assignment" as specifically recited in subparagraphs iii and iv of claim 1. And DeHority also fails to teach the selection of a preferred print job assignment as recited in subparagraph v of claim 1.

The Examine also cites Freedman as teaching how a computer can figure out the cost of a print job and apparently a user can modify a printing parameter if the resulting cost is not satisfactory. See, for example, column 9, line 64 through column 10, line 35 of Freedman. But this does not address the shorting comings of DeHority which sends an actual print job to a printer rather than making a notional print job assignment as claimed. Once an actual print job is dispatched to a printer in accordance with DeHority, then you don't sent it at least once again by repeating the assignment step.

Turning to the Examiner's comments relative to claim 2, the Examiner cannot equate a design template (Microsoft Word and other word processing programs commonly come with templates which appear to be much the same thing that Freedman is talking about at column 8, lines 21-26) with the pre-existing printing configuration which each printer has according to claim 2. The design templates in Freedman or in a word processing suite, for example, are not "a pre-existing printing configuration" which "each printer" has.

In a similar vein, the Examiner's rejection of claim 4 does not stand up to scrutiny. Selecting a template for or adjusting the font size in a word processing document is not the same thing as "in which the printing system after selection of said preferred assignment then presents to a user of the printing system instructions for manually reconfiguring said printer(s)" as claimed.

Claim 8 has been amended to clarify the claim and to include a limitation which loosely follows the limitation discussed above with reference to claim 2 and therefore it is believed that amended claim 8 patentably defines over the art.

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New claims 11-17 are added by this response. These claims are loosely

patterned after claims 1-7.

Withdrawal of the rejections and allowance of the claims are respectfully

requested.

The Commissioner is authorized to charge any additional fees which

may be required or credit overpayment to deposit account no. 08-2125. In

particular, if this response is not timely filed, then the Commissioner is

authorized to treat this response as including a petition to extend the time

period pursuant to 37 CFR 1.136 (a) requesting an extension of time of the

number of months necessary to make this response timely filed and the petition

fee due in connection therewith may be charged to deposit account no. 08-2125.

I hereby certify that this correspondence is being
transmitted by facsimile transmission to Commissioner for
Patents at 1-571-273-8300 on

_____17 October 2007_____
(Date of Transmission)

_____Valerie Hay_____
(Name of Person Transmitting)

_____V. Hay_____
(Signature)

_____17 October 2007_____
(Date)

Respectfully submitted,

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